

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Compliance Services, Inc.		01/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1826704	ALERTLINE	
Registration Number:	2466575	WAVE	
Registration Number:	2474364	WAVEAMERICA	
Serial Number:	76461613	ALERTLINE	
Serial Number:	75814434	TODAY'S WAVE	
Registration Number:	2502904	WAV AMERICA	
Registration Number:	2502905	WAVE	
Registration Number:	2301959	SERVICE INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		

OP \$215.00 1826704

900043878

TRADEMARK
REEL: 003264 FRAME: 0034

Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	013043.0203
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NAME OF SUBMITTER:	Darren W. Collins
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Signature:	/Darren W. Collins/
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Date:	03/09/2006
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Total Attachments: 13
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of January 31, 2006, by GLOBAL COMPLIANCE SERVICES, INC., a Delaware corporation (the "Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent") and AMENDS AND RESTATES IN FULL the Intellectual Property Security Agreement dated September 17, 2003 (the "Original IP Security Agreement"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of September 17, 2003, as heretofore amended, by and among the Grantor, SI US, Inc., the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans");

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute a Fourth Amendment to the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders; and

WHEREAS, this IP Security Agreement is made in renewal, amendment, restatement and modification of, but not in extinguishment or novation of, the Original IP Security Agreement.

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all of the Grantor's obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall grant to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor’s attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Agent’s discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor’s approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any IP

Collateral in which the Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining the Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or the Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) To (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. The Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, within thirty (30) calendar

days after the end of each calendar quarter, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to its choice of law provisions.

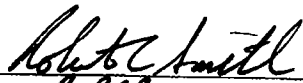
(d) The Original IP Security Agreement is superseded by this IP Security Agreement, which as been executed in renewal, amendment, restatement and modification, but not in novation or extinguishment of, the obligations under the Original IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

GLOBAL COMPLIANCE SERVICES, INC.

By: 
Name: ROBERT C. SMITH
Title: VP FINANCE

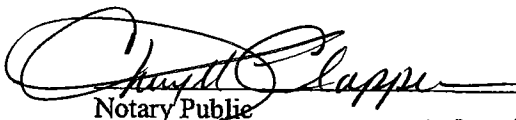
ACKNOWLEDGMENT

STATE OF North Carolina :

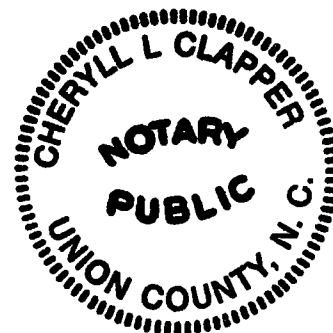
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COUNTY OF Mecklenburg :

Before me, the undersigned, a Notary Public, on this 31st day of January, 2006, personally appeared Robert C Smith to me known personally, who, being by me duly sworn, did say that he is the VP Finance of Global Compliance Services, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Robert C Smith acknowledged said instrument to be his free act and deed.

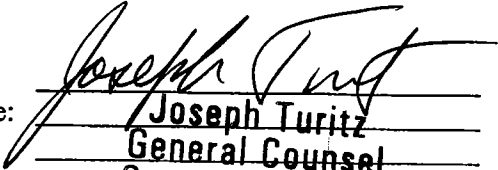

Notary Public

My Commission Expires: My Commission Expires December 18, 2010



AGENT:

CAPITALSOURCE FINANCE LLC

By: 
Name: Joseph Turitz
Title: General Counsel
Corporate Finance

ACKNOWLEDGMENT

STATE OF Maryland :

: SS

COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 30 day of January, 2006, personally appeared Joseph Tritz to me known personally, who, being by me duly sworn, did say that he is the General Counsel of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said General Counsel acknowledged said instrument to be his free act and deed.

James Tadel
Notary Public
My Commission Expires: 3/30/09

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

NONE.

Pending Copyright Applications

NONE.

SCHEDULE B

PATENT COLLATERAL

Registered Patents

NONE.

Pending Patent Applications

NONE.

SCHEDULE C

TRADEMARK COLLATERAL

<u>Registered Trademarks</u>			
<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	ALERTLINE (5) Words, Letters, and/or Numbers in Stylized Form	1826704	3/15/1994
USA	ALERTLINE (3) Design Plus Words, Letters and/or Numbers	1826704 (Prior) Serial # 76461613	
Europe	ALERTLINE	559237	8/23/1999
USA	WAVE (1) Typed Drawing	2466575	7/3/2001
USA	WAVEAMERICA (1) Typed Drawing	2474364	7/31/2001
USA	TODAY'S WAVE (1) Typed Drawing	Filed as ITU Serial # 75814434	ABANDONED
USA	WAVE AMERICA (3) Design Plus Words	2502904	10/30/2001
USA	WAVE (3) Design Plus Words	2502905	10/30/2001
USA	SERVICE INTELLIGENCE	2301959	12/21/1999
GA	SERVICE INTELLIGENCE	17639 (Class 8)	2/18/1999
GA	SERVICE INTELLIGENCE	17657 (Class 2)	3/1/1999

Trademark Applications

NONE.

Trademark Licenses

NONE.

SCHEDULE D

DOMAIN NAMES

Awarenesshost.com
myinchargeonline.com
Waveamerica.com
80093alert.com
800wealert.com
eincharge.com
e-incharge.com
myalterline.com
alertline.com
alertline.net
alertline.org
reportincidents.com
pktshop.com
globalcompliance.com